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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/521,646	03/08/2000	Takahisa Hatakeyama	1924.63656	1446

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EXAMINER

GREENE, DANIEL L

ART UNIT

PAPER NUMBER

3621

DATE MAILED: 01/29/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/521,646

Applicant(s)

HATAKEYAMA ET AL.

Examiner

Daniel L. Greene

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 December 2002.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☐ Claim(s) _____ is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-15 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 7,8.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

Information Disclosure Statement

1. The information disclosure statement (IDS) submitted on 10/23/02 and 12/09/02 were filed after the mailing date of the Non-Finale Action on 7/26/02. The submission is in compliance with the provisions of 37 CFR 1.97. Accordingly, the examiner is considering the information disclosure statement.

Response to Arguments

Applicant's arguments filed 12/09/02 have been fully considered but they are not persuasive. The Applicant claims that " the Ginter et al. reference fails to disclose a content usage control system which encrypts the license and the content decode key by the ID information of the user unit's physical elements, " through which the license information is passed in sequence until the content is decoded by use of the content decode key," as defined in independent Claims 1 and 7. The Applicant does admit that Ginter et al. does disclose "that permission (control) information is encrypted" but that that the ID information of the physical elements of the user is not used in the hash forming the content key. The Examiner disagrees because Ginter et al. does in fact utilize the ID information of physical elements throughout his patent and calls them Secure Processing Units (SPU). As per the section on SPU Key and Tag Manager (Col. 119-120), The term "item ID" is incorporated into the hashes for forming the keys and tags to be used for encrypting/decrypting blocks of data. Ginter et al. further discloses "

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... a protocol that establishes and authenticates each node's and/or participants identity and establishes one or more secure host-to-host encryption keys for communications." Col.12, lines 35-40. At Col.22, lines 5-10, Ginter et al. further discloses "... employ one or more content encryption keys that are unique to the specific Virtual Distribution Environment (VDE) installation and/or user." Therefore, Ginter et al. does in fact utilize the "item ID" to form his keys for use in encrypting/decrypting blocks of data and addresses the Applicants objection.

The statement " through which the license information is passed in sequence until the content is decoded by use of the content decode key" is the standard explanation of how any decryption protocol works. Using a content decode key to decode content is self explanatory and sequencing through a hash until the data is presented is the steps used to extract data as taught by Ginter et al. Col. 31, lines 1-10.

The second objection by the Applicant was that Ginter et al. does not "disclose a content usage apparatus, a computer readable recording medium, a program of a content usage apparatus or a content usage method". The Applicant appears to be proposing that the apparatus/means used in the accomplishment of his application provides uniqueness and originality. Unfortunately, as per case law, " A claim containing a "recitation with respect to the manner in which a claimed apparatus is intended to be employed does not differentiate the claimed apparatus from prior art apparatus" if the prior art apparatus teaches all the structural limitations of the claims. *Ex parte Masham*, 2 USPQ2d 1647 (Bd Pat. App. And Inter. 1987)". In other words, it is the structural limitations that are patentable and not the preamble to the limitations.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

2. Claims 1-11 are rejected under 35 U.S.C. 102(e) as being anticipated by Ginter et al. US 6,253,193 [Ginter'193].

As per Claim 1.

Ginter'193 discloses:

a user unit which enables the user to use the content; Fig. 7, Col. 60-62.

a setting unit which sets a license as a structure expressed by a combination of logic sums and logic product

of a plurality of partial licenses for the content based on the ID information of the physical elements of said user unit including the media used in said user unit and the ID information of the user; Fig. 5b, Col. 59, lines 1-37.

a usage control unit which controls the usage of the content by said user unit by using license information encrypted, at the request of the user unit intending to use the content, from the license set by said setting unit and a content decode key by the ID information of the physical elements through which the license information is passed in sequence until the content is decoded by use of the content decode key. Fig. 10, Col.79, lines23-67, Col. 80, 81& 82.

As per Claim 2.

Ginter'193 discloses all the limitations of claim 1.

Ginter'193 further discloses:

wherein the partial licenses set by said setting unit include an accounting condition constituting the condition for a category changing with a usage state of said user unit and the user. Fig.13, Col. 105, lines 15-67, Col. 106.

As per Claim 3.

Ginter'193 discloses all the limitations of claim 1.

Ginter'193 further discloses:

in which said user unit decodes the license information sent in accordance with the content usage request, based on the ID information of the physical elements of the user unit when the license information is passed to each of the physical elements in sequence, and in the case where the license conditions are satisfied, the encrypted content is decoded by use of the content decode key. Col. 263 & 264.

As per Claim 4.

Ginter'193 discloses all the limitations of claim 1.

Ginter'193 further discloses:

wherein said usage control unit encrypts by multiplexing the ID information of the physical elements corresponding to the partial licenses of the license in the case where an interface of the partial licenses is described by the logic product. Col. 268, lines 28-61.

As per Claim 5.

Ginter'193 discloses all the limitations of claim 1.

Ginter'193 further discloses:

wherein the physical elements include those included in other physical elements. Fig.78, Col. 290, 291.

As per Claim 6.

Ginter'193 discloses all the limitations of claim 1.

Ginter'193 further discloses:

a content server, which holds the content encrypted by the authorized information supplier on an open network, and sends the encrypted content to said user unit upon receipt of a request to distribute the content from said user unit. Fig. 78, Col. 284,285.

As per Claim 7.

Ginter'193 discloses:

a user unit which requests usage of the content, and decodes the encrypted content using a content decode key in the case of satisfying license conditions obtained by decoding license information sent in accordance with a content usage request, based on ID information of physical elements of the user unit when the license information is passed to each of the physical elements in sequence;

a setting unit which sets a license expressed as a structure by a combination of logic sums and logic products of a plurality of partial licenses for the content based on the ID information of the physical elements of said user unit including media used in said user unit and ID information for the user;

a conditions storage unit which stores the license conditions set by said setting unit;

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a holding unit which holds said content decode key;

an extraction unit which receives the content usage request from said user unit and extracts the license conditions and said content decode key corresponding to said user unit; and

a production unit which produces the license information by encrypting the license conditions and said content decode key based on the ID information of the physical elements through which the license information is passed in sequence until the content is decoded by use of the content decode key and sends the license information to said user unit.

Fig. 79, Col. 301-304.

As per Claim 8.

Ginter'193 discloses:

a request unit which transmits ID information of physical elements of said content usage apparatus and ID information of the user to an external content management apparatus which manages the content in response to a content usage request; a unit which decodes license information transmitted by said content, management apparatus in response to the content usage request, using the ID information of the physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence, and determines license conditions and a content decode key; and a unit which decodes the content using the content decode

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key when permitted upon determination that the license has been obtained. Fig.35, Col.161 & 162.

As per Claim 9.

Ginter'193 discloses:

transmitting ID information of physical elements of said content usage apparatus and ID information of a user to an external content management apparatus, which manages the content in accordance with a content usage request; determining license conditions and a content decode key by decoding license information transmitted by said external content management apparatus in response to the content usage request, using the ID information of the physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence; and decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.78, Col. 290,291,292.

As per Claim 10.

Ginter'193 discloses:

a unit which determines, in response to a content usage request, license conditions and a content decode key by decoding license information for the content based on ID information of physical elements of said content usage apparatus when the

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license information is passed to each of the physical elements in sequence; and a unit which decodes the content by use of the content decode key when permitted upon satisfaction of the license conditions determined. Fig.78, Col. 290,291,292.

As per Claim 11.

Ginter'193 discloses:

determining, in response to a content usage request, license conditions and a content decode key by decoding license information of the content based on ID information of physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence; and decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.78, Col. 290,291,292.

As per Claim 12.

Ginter'193 discloses:

transmitting ID information of physical elements of said content usage apparatus and ID information of the user to an external content management apparatus, which manages the content in accordance with a content usage request; determining license conditions and a content decode key by decoding license information transmitted by said external content management apparatus in response to the content usage request, using the ID information of the physical elements of said

content usage apparatus when the license information is passed to each of the physical elements in sequence; and
decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.35, Col.161 & 162.

As per Claim 13.

Ginter'193 discloses:

transmitting ID information of physical elements of said content usage apparatus and ID information of the user to an external content management apparatus, which manages the content in accordance with a content usage request;
determining license conditions and a content decode key by decoding license information transmitted by said external content management apparatus in response to the content usage request, using the ID information of the physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence; and
decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.35, Col.161 & 162.

As per Claim 14.

Ginter'193 discloses:

determining, in response to a content usage request, license conditions and a content decode key by decoding license information of the content based on ID

information of physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence; and decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.78, Col. 290,291,292.

As per Claim 15.

Ginter'193 discloses:

determining, in response to a content usage request, license conditions and a content decode key by decoding license information of the content based on ID information of physical elements of said content usage apparatus when the license information is passed to each of the physical elements in sequence; and decoding the content using the content decode key when permitted upon determination of the license conditions. Fig.78, Col. 290,291,292.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Daniel L. Greene whose telephone number is 703.306.5539. The examiner can normally be reached on M-Thurs. (8:00-5:30).

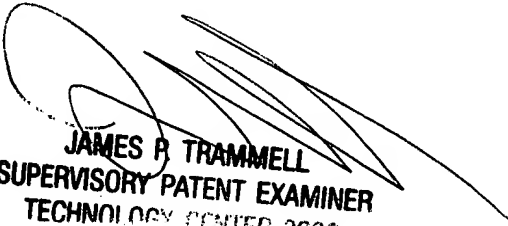
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James P Trammell can be reached on 703.305.9768. The fax phone

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numbers for the organization where this application or proceeding is assigned are 703.305-7687 for regular communications and 703.305.7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.308-1113.

DLG
January 23, 2003


JAMES P. TRAMMELL
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3621